



Kevin: Realworldfare (*formerly Kevin: Walker*)
Care of: 30650 Rancho California Road #406-251
Temecula, California [92591]
non-domestic without the United States
Email: team@walkernovagroup.com

***Plaintiff, Real Party In Interest, Secured Party,
Injured Party***

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Kevin: Walker,
Plaintiff/Real Party In Interest,

vs.

**Chad Bianco, Steven Arthur Sherman,
Gregory D Eastwood, Robert C V
Bowman, George Reyes, William Pratt,
Robert Gell, Nicholas Gruwell, Joseph
Sinz, Michael Hestrin, Miranda
Thomson,
RIVERSIDE COUNTY SHERIFF, THE
PEOPLE OF THE STATE OF
CALIFORNIA, SOUTHWEST JUSTICE
CENTER, FERGUSON PRAET &
SHERMAN A PROFESSIONAL
CORPORATION, Does 1-100 Inclusive**
Defendant(s).

Case No. 5:25-cv-00646-WLH-MAA
**VERIFIED MOTION AND DEMAND
FOR SUMMARY AND DEFAULT
JUDGMENT IN EQUITY, AS A MATTER
OF LAW UNDER FEDERAL RULES OF
CIVIL PROCEDURE 54, 55, AND 56**

**(SPECIAL LIMITED APPEARANCE — IN
EQUITY ONLY — EQUITY JURISDICTION
PRESERVED)**

TO THE COURT, ALL PARTIES, AND COUNSEL OF RECORD:

This matter is brought in **equity**, under the original and exclusive jurisdiction of this Court as authorized by **Article III, Section 2** of the Constitution of the United States. All statutory jurisdiction is expressly denied and rebutted. This is a Court of Record. All rights are reserved without prejudice pursuant to UCC 1-308.

COMES NOW **Kevin: Realworldfare** (*formerly Kevin: Walker*), a natural, freeborn, living man on the land and soil of the **De’Jure Republic**, one of the people of the united states of America, and the **Real Party in Interest, Respondent, and Injured Party** in this matter. Kevin proceeds *sui juris*, by ***specially limited appearing only in proper private***

1 **capacity, not** as a 14th Amendment “U.S. citizen,” **not** as a corporate “person,” **not** pro se,
2 **not** pro per, not as a “resident,” and **not** through any fictitious legal construct — but as **one**
3 **of the people, the Plaintiff, Real Party in Interest, Secured Party, and Creditor,** standing
4 on the land and soil jurisdiction of the **De Jure Republic**, without adhesion, contract, or
5 submission to any foreign corporate entity posing as government. Real Party In Interest
6 invokes this Court’s **original jurisdiction in equity**, as vested under **Article III** of the
7 Constitution for the United States of America and demands adjudication according to the
8 **facts, truth, common law, the Bill of Rights,** and applicable constitutional guarantees.
9 Accordingly, this Court sits in **equity alone**. There exists no plain, speedy, or adequate
10 remedy at law. Plaintiffs have been robbed of their private trust property, dispossessed
11 without lawful jurisdiction, denied due process, and obstructed from every statutory avenue
12 of redress.

13 The law provides no substitute. The statutes are exhausted, the remedies at law are illusory,
14 and the fraud perpetrated under color of law can only be corrected by equity. As the
15 Supreme Court has long held, “*Equity will not suffer a wrong without a remedy*” (*Marbury*
16 *v. Madison*, 5 U.S. 137 (1803)); and where law fails, “*equity steps in to do justice.*”

17 Thus, this Court has **exclusive, unavoidable jurisdiction in equity** to restore possession,
18 quiet title, vacate void acts, and grant full restitution. Any refusal to act would not merely
19 deny justice — it would ratify theft, fraud, and treason under color of law.

20 Equity alone remains. **There is no alternate avenue.**

21 **I. INTRODUCTION**

22 Plaintiff and Real Party In Interest, proceeding sui juris, hereby **moves and demands entry**
23 **of Summary and Default Judgment in Equity** as a matter of law, pursuant to the
24 Constitution, the Bill of Rights, common law maxims, and Federal Rules of Civil Procedure
25 **54, 55, and 56.**

26 This action arises from Plaintiff’s **364-page Amended Verified Complaint** (Dkt. 47),
27 together with multiple Verified Affidavits (Dkts. 11, 14, 17, 20, 43, 44), all duly filed,
28 noticed, and served upon Defendants — including the **People of the State of California,**

1 **Riverside County Sheriff, Southwest Justice Center, prosecutors, deputies, and judges.**

2 Summons were issued and perfected as of May–June 2025 (Dkts. 23–40).

3 Defendants, though properly served and afforded every opportunity, have failed, refused, and
4 neglected to plead, answer, or otherwise defend. No opposition has been entered. Plaintiff further
5 filed a Renewed Verified Motion and Demand to Vacate Denial of Injunctive Relief under FRCP
6 60(b)(1) and (b)(6) (Dkt. 46) on June 20, 2025, which fully addressed the Winter v. NRDC
7 factors for equitable relief. That motion likewise remains pending, ignored, and un rebutted.

8 **The law, equity, and commerce are not silent on this point:**

- 9 • Silence is confession.
- 10 • Default is admission.
- 11 • Unrebutted verified affidavits stand as truth.

12 Accordingly, **Defendants stand in default and dishonor, and judgment must be entered**
13 **for Plaintiff as a matter of right, not discretion.** Judicial inaction only compounds the
14 default, constituting constructive fraud and obstruction. No genuine dispute of fact exists.
15 Relief is compelled nunc pro tunc to the date of filing.

16 **II. FACTUAL AND PROCEDURAL RECORD**

17 **1. Complaint and Amended Complaint Filed**

18 Plaintiff filed his original **Verified Complaint** (Dkt. 1) and later filed the **116-page**
19 **Amended Verified Complaint** (Dkt. 47) with exhibits on July 6, 2025. Both complaints
20 have been duly served upon defendants and stand **verified and un rebutted**, making
21 every allegation therein admitted by operation of law and equity.

22 **2. Summons Issued and Service Perfected**

23 Between **May 29 and June 1, 2025**, summons were issued for each Defendant (Dkts.
24 24–40). Plaintiff filed **Verified Proofs of Service** (Dkts. 23, 44), establishing lawful
25 notice and binding jurisdiction. No Defendant has challenged service. They are therefore
26 deemed properly before this Court and bound to respond.

27 **3. Affidavits Confirming Defendants' Unlawful Conduct**

28 Plaintiff filed multiple **sworn, verified affidavits** documenting Defendants' unlawful actions:

- **Affidavit and Plain Statement of Facts (Dkt. 11, 20):** Documenting retaliatory acts, unlawful seizures, and abuse of authority by Defendants.
- **Affidavit Certificate of Dishonor, Non-Response, Default and Judgment (Dkt. 14):** Establishing that Defendants failed to rebut prior notices and demands, thereby confessing by silence.
- **Affidavit of Constitutional Authority and Reservation of Rights (Dkt. 17, 18):** Asserting jurisdiction under the Constitution and rebutting all presumptions of state authority.
- **Verified Affidavit of Lawful Service (Dkt. 44):** Confirming Defendants and their agents were duly noticed by certified mail and electronic service, with acknowledgment of receipt.
- **Notice of Exhibits in Support of Verified Complaint (Dkt. 43):** Filing 254 pages of supporting evidence and exhibits corroborating Defendants' actions and ongoing violations.

4. These affidavits, unrebutted, stand as **judgment in commerce and confession of liability** by Defendants. The maxim applies: *"He who does not deny, admits."*

5. Defendants' Failure to Respond

Despite lawful service and repeated notice, Defendants have filed **no answer, no motion to dismiss, no responsive pleading, and no opposition to Plaintiff's motions**. Their silence constitutes **procedural default under FRCP 55 and equitable default under maxims of law**.

6. Pending Motion for Injunctive Relief

On June 20, 2025, Plaintiff filed a **Renewed Verified Motion and Demand to Vacate Denial of Injunctive Relief under FRCP 60(b)(1) and (b)(6)** (Dkt. 46). This filing directly addressed the *Winter v. NRDC* factors and fully established entitlement to emergency equitable relief. To date, the motion stands **unrebutted, unanswered, and ignored**.

7. Judicial Silence and Obstruction

The Court's ongoing refusal to rule on Plaintiff's pending motion while irreparable harm

1 compounds constitutes **constructive fraud, obstruction of justice, and ultra vires**
2 **dishonor**. In equity, silence where action is required equals consent. By refusing to
3 adjudicate, the Court has itself entered **judicial default**, forfeiting jurisdictional
4 legitimacy.

5 **III. LEGAL STANDARD**

6 **1. Federal Rules of Civil Procedure Control**

- 7 ○ **Rule 54(c):** *“Judgment shall grant the relief to which each party is entitled, even if*
8 *the party has not demanded that relief in its pleadings.”* The Court is bound to enter
9 the full measure of relief to which Plaintiff is entitled by law and equity, irrespective
10 of formality.
- 11 ○ **Rule 55:** Default judgment is mandatory when a party fails to plead or
12 otherwise defend. Defendants, having been duly served and given opportunity,
13 have filed no answer and have failed to rebut Plaintiff’s Verified Affidavits and
14 Verified Complaint. By operation of law, they stand in default, and judgment
15 must enter.
- 16 ○ **Rule 56(a):** Summary judgment is required when there is no genuine dispute as to
17 any material fact and the movant is entitled to judgment as a matter of law. Here,
18 every material fact has been sworn by affidavit, served upon Defendants, and left
19 un rebutted. In law and commerce, un rebutted truth is final judgment. No dispute
20 exists. Relief is compelled.

21 **2. Maxims of Equity Control**

- 22 ○ *“Equity regards that as done which ought to have been done.”* By refusing to
23 adjudicate, this Court does not avoid duty; equity deems the relief already granted
24 nunc pro tunc.
- 25 ○ *“Silence is acquiescence; acquiescence is confession.”* Defendants’ silence is not
26 neutrality — it is admission.
- 27 ○ *“Unrebutted affidavits stand as truth in commerce.”* Plaintiff’s affidavits,
28 unrebutted, are not allegations but established facts, binding in law and equity.

1 **3. No Judicial Discretion Exists**

2 These rules and maxims are not suggestions. They are mandates. Where Defendants refuse to
3 defend, and where affidavits stand un rebutted, the Court has **no lawful discretion to withhold**
4 **judgment.** To do so would be to act **ultra vires, in dishonor, and in fraud upon the Court.**

5 **IV. ADJUDICATIVE DEMANDS**

6 **1. Defendants Are in Default**

7 Proper service has been perfected and verified by affidavit (Dkts. 23, 44). Multiple
8 summons were issued (Dkts. 24–40). No Defendant has filed an answer, responsive
9 pleading, or motion to dismiss. No affidavit, declaration, or evidence has been submitted
10 to rebut Plaintiff’s **Verified** Complaint (Dkt. 47) or sworn affidavits (Dkts. 11, 14, 17, 20,
11 43, 44). Under **FRCP 55** and the maxims of commercial law, this silence is not neutral —
12 it is **tacit confession and admission of liability.** Default is automatic.

13 **2. No Genuine Dispute of Material Fact Exists**

14 Every material fact in this case has been sworn, filed, and served. None have been
15 rebutted. **FRCP 56(a)** mandates entry of summary judgment where no genuine dispute
16 exists. In equity and commerce, **unrebutted affidavits are conclusive proof.** The
17 Defendants’ silence eliminates any triable issue. There is nothing left for a jury to decide.
18 Judgment must be entered now, as a matter of law.

19 **3. Relief Is Compelled in Equity**

20 Plaintiff has demonstrated:

- 21 ○ **Irreparable harm** continuing to compound;
- 22 ○ **No adequate remedy at law**, as damages cannot remedy ongoing constitutional
- 23 violations;
- 24 ○ **Verified affidavits of fact and service**, unrebutted and thus binding;
- 25 ○ **The Winter v. NRDC factors** satisfied in full (Dkt. 46).

26 **4. Equity will not suffer a wrong without a remedy.** Where law fails, equity commands.
27 The Court’s refusal to act compounds injury and confirms the need for immediate
28 judgment.

1 **5. Judicial Default Confirms Plaintiff's Entitlement**

2 The Court's continued silence on Plaintiff's pending **Verified Motion for Injunctive**
3 **Relief (Dkt. 46)** constitutes constructive denial of justice and obstruction. Judicial
4 silence is judicial default. Under **FRCP 54(c)**, judgment must grant the relief to which
5 Plaintiff is entitled, regardless of whether Defendants resist. **With no opposition, no**
6 **defense, and no factual dispute, relief is compelled as a matter of right, not**
7 **discretion.**

8 **V. CONCLUSION**

9 The record is clear: Defendants were properly served, noticed, and afforded
10 opportunity to respond. They have failed to answer, rebut, or defend. Plaintiff has
11 filed multiple **Verified Affidavits** (Dkts. 11, 14, 17, 20, 43, 44) and a **116-page**
12 **Amended Verified Complaint** (Dkt. 47), all unrebutted and therefore binding as
13 truth in law and commerce. Under controlling precedent, unrebutted facts must be
14 taken as established. *United States v. Kis*, 658 F.2d 526, 536 (7th Cir. 1981)
15 ("Uncontested affidavits are taken as true.").

16 The Supreme Court has long held that default operates as an admission of liability. *Thomson*
17 *v. Wooster*, 114 U.S. 104, 113 (1885) ("A default ... is an admission of all the well-pleaded
18 allegations of the complaint."). Likewise, *Nishimatsu Constr. Co. v. Houston Nat'l Bank*,
19 515 F.2d 1200, 1206 (5th Cir. 1975) confirms that default establishes the defendant's
20 liability "as a matter of law."

21 Where no genuine dispute of material fact exists, summary judgment is not optional but
22 mandatory. *Celotex Corp. v. Catrett*, 477 U.S. 317, 322–23 (1986) ("Rule 56 mandates the
23 entry of summary judgment ... against a party who fails to make a showing sufficient to
24 establish the existence of an element essential to that party's case."). Here, Defendants have
25 made no showing at all.

26 Equity equally demands judgment. *Payne v. Hook*, 74 U.S. (7 Wall.) 425, 430 (1868) affirms
27 that federal courts sitting in equity must provide relief where legal remedies are inadequate:
28 "*A court of equity ... will never suffer a wrong without a remedy.*" Plaintiff has

1 demonstrated irreparable harm and lack of adequate legal remedy. The maxim applies:
2 equity compels enforcement.

3 Silence is acquiescence; acquiescence is confession. By refusing to respond, Defendants
4 have confessed by default. Judicial silence compounds that dishonor. The Court's duty is
5 clear: under **FRCP 54, 55, and 56**, the Constitution, and the maxims of equity, judgment
6 **must** be entered.

7 Accordingly, Plaintiff demands immediate entry of **Summary and Default Judgment nunc**
8 **pro tunc** to the date of filing, with full relief as set forth in Section V.

9 **VI. CLAIM, REQUEST, AND DEMAND FOR RELIEF**

10 Plaintiff incorporates by reference the allegations, facts, and affidavits contained in the
11 **Verified** Complaint (Dkts. 1, 47) and supporting filings (Dkts. 11, 14, 17, 20, 43, 44) as
12 though fully set forth herein. Defendants, having been duly served and noticed, have failed
13 to answer, rebut, or otherwise defend. Their silence constitutes **tacit confession, default,**
14 **and dishonor** under law, equity, and commerce. Accordingly, Plaintiff makes the following
15 **Claim, Request, and Demand for Relief:**

16 **1. Summary and Default Judgment as a Matter of Law**

- 17 ○ Immediate entry of Summary and Default Judgment under **FRCP 54, 55, and 56**,
18 nunc pro tunc to the date of filing.
- 19 ○ Judgment in the amount of **One Trillion Dollars (\$1,000,000,000,000.00)** in
20 lawfully recognized currency, such as **gold and silver coin**, as mandated under
21 **Article I, Section 10, Clause 1 of the U.S. Constitution.**

22 **2. Liquidated Damages**

- 23 ○ Enforcement of liquidated damages provisions as established in the **Contract and**
24 **Security Agreement**, which Defendants have defaulted upon by silence and failure
25 to rebut.

26 **3. Lien Enforcement and Satisfaction of All Claims**

- 27 ○ Enforcement of Plaintiff's perfected commercial lien under **U.C.C. § 9-509**,
28 securing claims against **all property, accounts, and holdings of Defendants.**

- Immediate liquidation of Defendants' assets to satisfy the judgment in full.

4. Permanent Injunction Against Defendants

- Prohibiting Defendants, their agents, and assigns from engaging in further **fraud, extortion, coercion, retaliation, or unlawful interference** with Plaintiff's rights, liberty, and property.
- Ordering the **immediate cessation** of all unlawful acts affecting Plaintiff.

5. Compensatory and Treble Damages

- Full restitution for all property, assets, and funds unlawfully seized, converted, or transferred.
- **Treble damages** under applicable statutes, including **RICO (18 U.S.C. § 1964(c))**, for organized and systemic violations.

6. Declaratory Judgment Affirming Defendants' Liability

- Declaring all fraudulent claims, filings, and instruments asserted by Defendants to be **null, void, and without lawful force**.
- Affirming Defendants' **willful violations of federal and state law, constitutional rights, and duties of office**, entitling Plaintiff to full equitable and legal relief.

7. Any Additional Relief Deemed Just and Proper

- Including but not limited to **full restoration of rights, remedies, and protections obstructed by Defendants' unlawful conduct**.

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VERIFICATION:

Pursuant to 28 U.S.C. § 1746

I, Kevin: Realworldfare, over the age of 18, competent to testify, and having **firsthand knowledge** of the facts stated herein, do hereby **declare, certify, verify, affirm, and state** under penalty of perjury under the laws of the **United States of America**, that the foregoing statements are **true, correct, and complete**, to the best of my **understanding, knowledge, and belief**, and made in **good faith**.

Executed, signed, and sealed this 14th day of August in the year of Our Lord two thousand and twenty five, *without* the United States.

All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.

By: _____

Kevin: Realworldfare

Kevin: Realworldfare, Real Party In Interest,
Plaintiff, Secured Party, Injured Party

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LIST OF EXHIBITS / EVIDENCE:

1. **Exhibit A:** Affidavit: Power of Attorney In Fact'
2. **Exhibit B:** Hold Harmless Agreement
3. **Exhibit C:** Private UCC Contract Trust/UCC1 filing #**2024385925-4**.
4. **Exhibit D:** Private UCC Contract Trust/UCC3 filing ##**2024402990-2** .
5. **Exhibit E:** **Contract** Security Agreement #**RF775820621US**, titled: **NOTICE OF**
CONDITIONAL ACCEPTANCE, and **FRAUD, RACKETEERING,**
CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW,
IDENTITY THEFT, EXTORTION, COERCION, TREASON.
6. **Exhibit F:** **Contract** Security Agreement #**RF775821088US**, titled: **NOTICE OF**
DEFAULT, and **FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF**
RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION,
COERCION, TREASON
7. **Exhibit G:** **Contract** Security Agreement #**RF775822582US**, titled: **NOTICE OF**
DEFAULT AND OPPORTUNITY TO CURE AND **NOTICE OF FRAUD,**
RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE
COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION,
KIDNAPPING.
8. **Exhibit H:** **Contract** Security Agreement #**RF775823645US**, titled: **Affidavit**
Certificate of Dishonor, Non-response, **DEFAULT, JUDGEMENT, and LIEN**
AUTHORIZATION.
9. **Exhibit I:** Form 3811 corresponding to Exhibit E.
10. **Exhibit J:** Form 3811 corresponding to Exhibit F.
11. **Exhibit K:** Form 3811 corresponding to Exhibit G.
12. **Exhibit L:** Form 3811 corresponding to Exhibit H.
13. **Exhibit M:** INVOICE/TRUE BILL #**RIVSHERTREAS12312024**
14. **Exhibit N:** Copy of 'MASTER DISCHARGE AND INDEMNITY BOND'
#**RF661448567US**.

- 1 15. **Exhibit O:** Photograph(s) of Defendant/Respondent Gregory D Eastwood.
- 2 16. **Exhibit P:** Photograph(s) of Defendant/Respondent Robert C V Bowman.
- 3 17. **Exhibit Q:** Photograph(s) of Defendant/Respondent Willam Pratt.
- 4 18. **Exhibit R:** Affidavit 'Right to Travel': *CANCELLATION, TERMINATION, AND*
- 5 *REVOCAION of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT*
- 6 *and AGREEMENT. LICENSE/BOND # B6735991*
- 7 19. **Exhibit S:** Revocation Termination and Cancelation of Franchise.
- 8 20. **Exhibit T:** CITATION/BOND #[TE464702](#), accepted **under threat, duress, and**
- 9 **coercion.**
- 10 21. **Exhibit U:** Private Transport's PRIVATE PLATE displayed on the automobile
- 11 22. **Exhibit V:** Copy of "Automobile" and "commercial vehicle" defined by DMV
- 12 (Department of Motor Vehicles).
- 13 23. **Exhibit W:** Copy of CA CODE § 260 from <https://leginfo.legislature.ca.gov>.
- 14 24. **Exhibit X:** national/non-citizen national passport card #[C35510079](#).
- 15 25. **Exhibit Y:** national/non-citizen national passport book #[A39235161](#).
- 16 26. **Exhibit Z:** TMKEVIN LEWIS WALKER© Copyright and Trademark Agreement.
- 17 27. **Exhibit AA:** A copy of American Bar Association's 'Attorney In Fact' Definition.
- 18 28. **Exhibit BB:** A Copy of Rule 8.4: (Misconduct) of the American Bar Association.
- 19 29. **Exhibit CC:** Twenty-six 3811 forms showing Defendants' acceptance of service
- 20 of all documents via USPS and electronic service, including SUMMONS and
- 21 COMPLAINT.

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I competent, over the age of eighteen years, and not a party to the within action. My mailing address is the Walkernova Group, **care of:** 30650 Rancho California Road suite #406-251, Temecula, California [92591]. On or about **August 14, 2025**, I served the within documents:

1. VERIFIED MOTION AND DEMAND FOR SUMMARY AND DEFAULT JUDGMENT IN EQUITY, AS A MATTER OF LAW UNDER FEDERAL RULES OF CIVIL PROCEDURE 54, 55, AND 56

By Electronic Service. Based on a contract, and/or court order, and/or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification addresses listed below.

Steven-Arthur: Sherman
C/o STEVEN ARTHUR SHERMAN, FERGUSON PRAET &
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Miranda Thomson, Michael Hestrin
C/o RIVERSIDE COUNTY DISTRICT ATTORNEY, THE PEOPLE OF
THE STATE OF CALIFORNIA, RIVERSIDE COUNTY, **SOUTHWEST**
JUSTICE CENTER
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Rob Bonta
C/o PEOPLE OF THE STATE OF CALIFORNIA
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piu@doj.ca.gov
Police-Practices@doj.ca.gov

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **August 14, 2025** in Riverside County, California.

/s/Chris Yarbba/
Chris Yarbba